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UNITED STATES DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RONALD COX, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

GENERAL MOTORS LLC;
GENERAL MOTORS COMPANY;

Defendants.

Case No.

CV14-02608 - BRO(cw)

**CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL**

1 **INDIVIDUAL AND CLASS ACTION COMPLAINT**

2 Plaintiff Ronald Cox on behalf of himself and all others similarly situated,
3 makes the following allegations pursuant to the investigation of his counsel and
4 based upon information and belief, except as to allegations specifically pertaining
5 to himself, which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. Plaintiff Ronald Cox, on behalf of himself and all others similarly
8 situated, alleges the following against Defendants General Motors Company AND
9 General Motors LLC (collectively "GM").

10 **THE PARTIES**

11 2. Plaintiff Ronald Cox is a citizen of the state of California, residing in
12 Long Beach, California. Plaintiff purchased a 2007 Saturn Ion within the
13 jurisdiction of the United States District Court for the Central District of California.

14 3. Defendant General Motors LLC is a limited liability company formed
15 under the laws of Delaware with its principal place of business at 3000 Renaissance
16 Center, Detroit, Michigan. General Motors LLC is a wholly owned subsidiary of
17 General Motors Company.

18 4. General Motors Company is a corporation formed under the laws of
19 Delaware whose principal place of business also is 3000 Renaissance Center,
20 Detroit, Michigan. General Motors Company exerts substantial control over and
21 operates through General Motors LLC in California and other locations in the
22 United States.

23 5. General Motors LLC maintains an agent for service of process in
24 California. General Motors LLC and General Motors Company conduct substantial
25 and continuous business in California, including through a dealership network.

26 6. At all relevant times, there has existed, and presently exists, a unity of
27 interest in ownership and operation between General Motors Company and General
28 Motors LLC. These defendants are the alter-egos of one another and General

1 Motors Company exercised decision-making and control over General Motors LLC
2 with respect to the conduct giving rise to Plaintiffs' claims. Alternatively,
3 defendants constitute a single business enterprise. Defendants will be referred to
4 herein jointly as "GM" unless otherwise indicated.

5 7. Defendants are engaged in the design, development, manufacture,
6 marketing, and sale of vehicles including those at issue in this case.

7 **JURISDICTION AND VENUE**

8 8. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)
9 because the aggregate amount in controversy exceeds \$5,000,000 and because more
10 than two-thirds of the members of the proposed Class and the Defendants are
11 citizens of different states.

12 9. Venue is proper in the Central District of California under 28 U.S.C. §
13 1391(a) because a substantial part of the events and conduct giving rise to the
14 violations of law occurred in this District. Specifically Plaintiff purchased and
15 operated his vehicle in this District.

16 10. Defendants are subject to personal jurisdiction here because they have
17 or previously did advertise, sell, and/or market for sale Defective Vehicles in the
18 state of California and to Plaintiff and other members of the proposed Class.

19 **FACTUAL BACKGROUND**

20 **Old GM and New GM**

21 11. In or about May, 2009, Vehicle Acquisition Holdings LLC was formed
22 as a limited liability company under the laws of Delaware for the purpose of
23 purchasing substantially all of the assets of General Motors Corporation. NGMCO,
24 Inc., was incorporated in Delaware on or about May 29, 2009, became the
25 successor-in-interest to Vehicle Acquisition Holdings LLC. NGMCO, Inc. changed
26 its name to General Motors Company on or about July 9, 2009. On July 10, 2009
27 General Motors Company acquired substantially all of the assets (and assumed
28

1 certain liabilities) of General Motors Corporation (which subsequently changed its
2 name to Motors Liquidation Company).

3 12. On or about August 11, 2009, General Motors Holding Company was
4 incorporated under the laws of Delaware for the purpose of holding the operational
5 assets of former General Motors Corporation. At some time on or after August 11,
6 2009 and prior to October 15, 2009, GM Merger Subsidiary Inc. was incorporated
7 under the laws of Delaware as a wholly owned subsidiary of General Motors
8 Holding Company. GM Merger Subsidiary, Inc. merged with General Motors
9 Company on or about October 15, 2009, with General Motors Company being the
10 survivor of the merger. On or about October 16, 2009, General Motors Company
11 converted to a Delaware limited liability company under the name General Motors
12 LLC. On or about December 9, 2010, General Motors Holding Company changed
13 its name to General Motors Company. As a result of the corporate actions set forth
14 in this paragraph, General Motors Company became the parent and sole owner of
15 General Motors LLC, which remained the operational company of former General
16 Motors Corporation assets. On or about November 17, 2010, General Motors
17 Company sold shares in an initial public offering.

18 13. In public filings (including Form 10-K Annual Reports with the SEC),
19 General Motors Company refers to General Motors Corporation for periods on and
20 before July 9, 2009 as "Old GM," and refers to itself as "New GM." It also has
21 stated that "[p]rior to July 10, 2009 Old GM operated the business of [New GM]." SEC
22 Form 10-K Annual Report for year ended Dec. 31, 2009 at 1.

23 14. In fact, GM is a mere continuation of the Old GM in that, among other
24 things:

25 (a) GM was formed solely for the purpose of acquiring and operating the
26 assets of Old GM. GM admits in its corporate filings that it acquired "substantially
27 all of the assets" of Old GM.
28

1 (b) GM is operated by the same managers as Old GM. Of the twelve
2 Executive Officers of GM appointed as of year-end 2009, five were Executive
3 Officers of the Old GM. Five more held other management positions at Old GM.
4 Only two of the twelve Executive Officers came from outside GM. Mary T. Barra,
5 the current CEO, has been associated with Old GM in various management
6 positions (including V.P., Global Manufacturing Engineering, and Executive
7 Director, Vehicle Manufacturing Engineering) since 1980.

8 (c) The business operations acquired by GM were nearly identical to the
9 Old GM, in fact, new GM holds itself out as operating the same business as Old
10 GM.

11 (d) GM continued the operations of Old GM without interruption using
12 the same assets, offices, plants, brand names, good will, dealerships, managers and
13 employees. GM operates from the same corporate headquarters as Old GM.

14 (e) GM holds itself out to its customers and the public as a continuation of
15 Old GM.

16 15. Because GM is a mere continuation of Old GM, GM has successor
17 liability for the conduct of Old GM as alleged herein. In addition, from the moment
18 of its creation, GM itself was aware of the safety defect in the vehicles at issue and
19 itself committed one or more deceptive and unfair practices as alleged herein.

20 **Defective Ignition Switch**

21 16. Since 2002, GM has been manufacturing and selling vehicles with a
22 defective ignition switch that can inadvertently turn from the “on” position to the
23 “accessory” or “off” position due to jostling by anything from a bumpy road to a
24 heavy key chain, causing loss or reduction of power, and impairing normal steering
25 operation and disabling airbags.

26 17. On February 7, 2014, GM filed a Defect Notice with the National
27 Highway Traffic Safety Administration (“NHTSA”) stating that it had initiated a
28 safety-related recall pertaining to a defect in 2005-2007 model year Chevrolet

1 Cobalt and 2007 Pontiac G5 vehicles. According to that Notice, “[t]he ignition
2 switch torque performance may not meet General Motors' specification. If the
3 torque performance is not to specification, and the key ring is carrying added
4 weight or the vehicle goes off road or experiences some other jarring event, the
5 ignition switch may inadvertently be moved out of the "run" position” resulting in
6 “airbags not deploying and increasing the potential for occupant injury in certain
7 kinds of crashes.”

8 18. On February 13, 2014, GM announced a recall of approximately
9 780,000 Chevrolet Cobalt (model years 2005-2007) and Pontiac G5 (model year
10 2007) vehicles due to faulty ignition switches.

11 19. Eleven days later, on February 24, 2014, GM expanded the recall with
12 four additional models – the Saturn Ion (model years 2003-2007), Chevrolet HHR
13 (model years 2006-2007) Pontiac Solstice (model years 2006-2007) and Saturn Sky
14 (model year 2007).

15 20. All of these vehicles used the same or substantially the same defective
16 ignition switch. GM later expanded the recall to include the Chevrolet Cobalt
17 (model years 2005-2010); Pontiac G5 (model year 2005-2010); Chevrolet HHR
18 (model year 2008-2011); Pontiac Solstice (model year 2008-2010); Saturn Sky
19 (model year 2008-2010). See CNBC, “General Motors recalling 824,000 more
20 small cars” (March 28, 2014)

21 21. According to GM, the ignition switches were supplied by Delphi
22 Packard Electrical/Electronic Architecture (“Delphi”). See Letter from General
23 Motors LLC to Nancy Lewis, Associate Administrator for Enforcement, NHTSF,
24 dated February 7, 2014 at Attachment; Letter from General Motors LLC to Nancy
25 Lewis, Associate Administrator for Enforcement, NHTSF, dated March 11, 2014,
26 at Attachment A.

27 22. GM has been closely associated with Delphi for decades. Old GM
28 created Delphi (originally formed as Automotive Components Group) in 1994, and

1 spun it off in 1999. *See* GM Heritage Center, “Delphi Automotive Systems.”
2 Delphi went bankrupt in October 2005, “emerging four years later, after two
3 previous restructuring attempts had failed.” Muller, “GM Divorce From Delphi Is
4 Final,” *Forbes* (March 31, 2011). GM, “which spent at least \$12.5 billion to prop
5 up Delphi during the bankruptcy, ended up taking back Delphi’s steering business
6 and four Delphi plants as part of the final reorganization plan” and also obtained an
7 ownership interest in Delphi. *Id.* *See also* GM News, “New GM Subsidiaries will
8 include Delphi Components Operations and Global Steering Business” dated July
9 30, 2007 (GM announcing that Delphi components operations and steering business
10 became part of two new, wholly-owned GM; stating that “[t]he acquisition will
11 help GM to maintain continued uninterrupted supply to its . . . car and truck
12 operations.”). GM retained that interest until March, 2011, when it sold the stock
13 back to Delphi for a reported \$3.8 billion. *See* Bunkley, “G.M. Sells Delphi Stake
14 for \$3.8 Billion,” *New York Times* (March 31, 2011).

15 23. Other models affected by the ignition switch defect are Pontiac Pursuit
16 (model years 2005-2006) sold in Canada and Opel GT (model year 2007) sold in
17 Europe. In all, approximately 2.6 million vehicles are affected globally across 8
18 model lines, approximately 2.2 million in the United States.

19 24. In the United States, the vehicles recalled due to the ignition switch
20 defect are Chevrolet Cobalt (model years 2005-2010) and Pontiac G5 (model years
21 2005-2010), Saturn Ion (model years 2003-2007), Chevrolet HHR (model years
22 2006-2011, Pontiac Solstice (model years 2006-2010) and Saturn Sky (model year
23 2007-2010) vehicles (singly or together, the “Defective Vehicles”).

24 25. GM has admitted that at least 12 deaths and multiple crashes are
25 associated with the recalled vehicles. Others, including the Center for Auto Safety,
26 say that at least 303 deaths have been caused by disabled airbags due to the ignition
27 switch defect.
28

1 26. GM currently is advising that “[u]ntil the recall repairs have been
2 performed, it is very important that you remove all items from your key ring,
3 leaving only the vehicle key,” and that even the key fob “should also be removed
4 from your key ring.” GM Website <http://www.gm.com/ignition-switch-recall.html>
5 (last visited March 26, 2014) (emphasis original).

6 27. GM also has indicated, however, that replacing the ignition switch
7 may not resolve the risk, and that even after repair, “[w]e recommend that
8 customers only utilize the key, key ring and key fob (if equipped) that came with
9 the vehicle.” *Id.*

10 **GM’s Knowledge**

11 28. Both Old GM and New GM have known of the ignition switch defects
12 for years, but have consistently concealed the defect, and the danger, from
13 Defective-Vehicle owners.

14 29. Old GM had information indicating that the ignition switch was a
15 problem as early as 2001 before it started selling the Saturn Ion. *See* Wallace, “GM
16 ignition switch issue surfaced in 2001,” *CNNMoney* (March 13, 2014) (“The
17 company said in a federal filing Wednesday that it discovered an issue with the
18 Saturn Ion ignition switch in 2001 during pre-production development.”); *see also*
19 Wayland, “Official: Documents paint ‘unsettling picture’ of GM, NHTSA ignition
20 switch recall,” *MLive.com* (March 31, 2014) (“[A] 2001 pre-production report for
21 the 2003 Saturn Ion . . . ‘identified issues with the ignition switch.’”)

22 30. The warning signs continued. In 2003, an internal inquiry revealed
23 that a service technician observed the Saturn stall after the ignition had switched off
24 while driving. After seeing that a heavy key ring had worn out the switch, the
25 technician replaced it and the inquiry was closed. Ivory, “G.M. Reveals It Was
26 Told of Ignition Defect in ‘01,” *New York Times* (March 12, 2014).

27 31. According to Old GM’s own filings with the National Highway Traffic
28 Safety Administration (“NHTSA”), Old GM was aware of at least three fatal

1 crashes involving the Saturn Ion in 2003 and 2004. Two of these crashes (one in
2 December 2003 in Connecticut; the other in November, 2004 in Texas) involved
3 non-deploying airbags. A third involved the May 2004 crash of a 2003 Ion in
4 Pennsylvania. Lienert, "U.S. Safety Watchdog Says 303 Deaths Linked To
5 Recalled GM Cars," *Reuters* (March 13, 2014).

6 32. Notwithstanding red flags relating to the ignition switch in Saturn Ions,
7 Old GM used the same ignition switch in its production of the Chevrolet Cobalt.
8 And Old GM learned that the same problems occurred in the Cobalt prior to
9 launching that model. *See* Healey and Meier, "9 revelations from GM's recall
10 chronology," *USA TODAY* (February 27, 2014).

11 33. "Around the time production [of the Cobalt] started, GM learned of 'at
12 least one incident' where Cobalt lost power when key moved out of 'run' position
13 because of inadvertent contact. Engineers replicate[d] [this] failure during test
14 drives. GM initiate[d] [an] internal problem resolution process. Solutions [were]
15 considered to improve torque efficiency of the ignition switch, but '[a]fter
16 consideration of the lead time required, cost and effectiveness of each of these
17 solutions, the (report) was closed with no action." Detroit Free Press, "Interactive
18 Timeline: General Motors ignition switch recall" (Mar. 19, 2014); *see also* Healey
19 and Meier, "Lawsuit: GM knew of Cobalt ignition problem," *USA TODAY*
20 (February 19, 2014) ("At least one GM engineer had the problem while testing the
21 [Cobalt] . . . say documents obtained by USA TODAY from the lawsuit over a
22 crash that . . . killed Brooke Melton.'").

23 34. Nevertheless, Old GM made a "business decision not to fix this
24 problem" before the Cobalt was launched in 2004. Bennett and Hughes, "New
25 Details Emerge in GM Cobalt Recall, Engineers Knew of Ignition Problems and
26 Expected Drivers to Coast Out of Traffic, Documents Show," *The Wall Street*
27 *Journal* (March 24, 2014) (quoting Gary Altman, program engineering manager for
28 the 2005 Cobalt from June 2013 deposition in Melton case).

1 35. In Notices to NHTSA, dated February 24, 2014 and March 11, 2014,
2 GM provided a partial chronology of events concerning the ignition switch defects.
3 *See* Letter from General Motors LLC to Nancy Lewis, Associate Administrator for
4 Enforcement, NHTSA dated March 11, 2014, Attachment B (“March 11, 2014
5 Notice”); Letter from General Motors LLC to Nancy Lewis, Associate
6 Administrator for Enforcement, NHTSA dated February 24, 2014, Attachment B
7 (“February 24, 2014 Notice”).

8 36. GM admitted that in 2004, “[a]round the time of the launch of the
9 2005 Chevrolet Cobalt,” that GM learned about the Cobalt losing engine power
10 when the key moved out of the “run” position, and stated that “GM employees were
11 able to replicate this phenomenon during test drives.” February 24, 2014 Notice at
12 1. GM stated that an “engineering inquiry, known within GM as a Problem
13 Resolution Tracking System inquiry [“PRTS”] was opened to investigate the
14 issue.” *Id.* At that time, GM “considered a number of potential solutions. After
15 consideration of the lead time required, cost, and effectiveness of each of these
16 solutions, the PRTS was closed with no action.” *Id.*

17 37. GM also admitted that in 2005, GM employees received field reports
18 of Chevrolet Cobalt vehicles losing engine power, “including instances in which the
19 key moved out of the ‘run’ position when a driver inadvertently contacted the key
20 or steering column.” *Id.* at 1; *see also* March 11, 2014 Notice at 1 (same). GM
21 opened additional PRTSs to assess the issue. February 24, 2013 Notice at 1.
22 During the course of a PRTS opened in May 2005, an engineer proposed that GM
23 redesign the key head from a ‘slotted’ to a ‘hole’ configuration. That proposal was
24 initially approved but later cancelled.” March 11, 2014 Notice at 1. The same
25 issue applied to the Saturn Ion, Chevrolet HHR, and Pontiac Solstice “all of which
26 were equipped with the same ignition switch as the Cobalt.” *Id.*

27 38. In March, 2005, another crash involving the Saturn Ion, involving two
28 fatalities, occurred in which the air bags failed to deploy. *See* Letter from Center

1 For Auto Safety to David J. Friedman Acting Administrator NHTSA, dated March
2 13, 2014 (citing data from NHTSAS Fatal Analysis Reporting System).

3 39. Pursuant to 49 USC § 30118 and accompanying regulations including
4 49 CFR § 573.6, manufacturers are required to notify not only the National
5 Highway Transportation System Administration (“NHTSA”) but also vehicle
6 owners and purchasers if it learns that a vehicle or equipment contains a defect
7 related to motor vehicle safety. That notice must be provided within a reasonable
8 time after learning about a safety-related defect, describe the defect, the risk, and
9 the measures to obtain repair. 49 U.S.C. §30119.

10 40. Old GM should have but did not institute an ignition-switch recall and
11 notify consumers about the problem. Instead, it issued non-public technical service
12 bulletins to dealers.

13 41. Technical service bulletins in no way substitute for consumer notice
14 because, among other things, “[m]ost owners will never know about [a service
15 bulletin].” Plungis, “GM Had 2006 Ignition-Switch Remedy Unknown to Most
16 Owners,” *Bloomberg* (March 17, 2014) (quoting Allan Kam, former NHTSA senior
17 enforcement attorneys). To the contrary, technical service bulletins “rely on
18 customers coming into the dealer on their own, and often asking about a specific
19 problem.” *Id.*

20 42. Not only did Old GM fail to disclose the defect to consumers, the
21 technical service bulletins it sent to dealers were misrepresentative.

22 43. Old GM sent a service bulletin dated February 28, 2005 indicating
23 that the potential for drivers to inadvertently turn off the ignition of their Cobalts
24 was limited to a “profile” in which the driver’s knee “contacts the key chain while
25 the vehicle is turning.” Old GM told its dealers to “question the customer
26 thoroughly.” In fact, however, Old GM knew that the risk was not so limited but
27 rather, present under normal foreseeable driving circumstances. Old GM also knew
28 that the Saturn Ion suffered from the same risk.

1 44. Old GM sent another service bulletin to dealers in December 2005,
2 again representing falsely the risk as it had in February. This bulletin also
3 described a new key cover, which changed the key head to a hole, that could be
4 provided to vehicle owners if they complained. See Gutierrez, "GM Changed
5 Ignition Part Without Telling Drivers, Regulators," *NBC News* (March 13 2014).
6 The service bulletin did not tell dealers to put the new key cover on the keys of new
7 Cobalts before they were sold. Healey and Meier, "Lawsuit: GM knew of Cobalt
8 ignition problem," *USA TODAY* (February 19, 2014).

9 45. Consistent with the ineffectiveness of technical service bulletins, GM
10 records indicate that fewer than 500 drivers received new key covers. See
11 Gutierrez, "GM Chose Not to Implement a Fix for Ignition Problem," *NBC News*
12 (March 13 2014) ("[A]ccording to GM warranty records, fewer than 500 drivers"
13 received the new key covers); March 11, 2014 Notice ("GM's warranty records
14 indicate that GM dealers have provided key inserts to 474 customers who brought
15 their vehicles into dealers for service.").

16 46. Meanwhile, Old GM otherwise was downplaying the problem. As of
17 2005, Old GM spokesman, Alan Adler, was telling the public that only in "rare
18 cases when a combination of factors is present" might a Cobalt lose power if the
19 ignition switch were bumped to the accessory or off position, and that "[s]ervice
20 advisers are telling customers they can virtually eliminate this possibility by taking
21 several steps, including removing nonessential material from their key rings."
22 Jensen, "General Motors Recalls 778,000 Small Cars for Ignition Switch Problem,"
23 *New York Times* (Feb. 13, 2014). In fact, removing material from key rings would
24 not eliminate the possibility that the ignition switch would turn to accessory or off,
25 causing loss of power and failure of airbags.

26 47. Old GM continued selling Defective Vehicles without disclosing the
27 risk to consumers.
28

1 48. In late July, 2005, Amber Rose was killed in a frontal collision
2 involving a 2005 Cobalt whose airbags did not deploy.

3 49. “On April 26, 2006, the Old GM design engineer responsible for the
4 ignition switch installed in all of the vehicles . . . signed a document approving
5 changes to the ignition switch.” March 11, 2014 Notice at 2. This design change
6 was proposed by the supplier, Delphi, in order “to increase the torque in the switch
7 with a new detent plunger and spring to prevent it from slipping.” Colias, “Former
8 GM engineers say quiet '06 redesign of faulty ignition switch was a major violation
9 of protocol,” *Automotive News* (March 24, 2014). Contrary to company protocol
10 and industry standards, however, no new part number was assigned to the
11 redesigned switch. *Id.*; see also March 11, 2014 Notice at 2 (“This change to the
12 ignition switch was not reflected in a corresponding change in the part number for
13 the ignition switch.”). Neither did Old GM issue a recall for repair of older models
14 still housing the defective ignition switch.

15 50. Delphi did not begin providing the re-designed ignition switch until
16 “some point during the 2007 model year.” March 11, 2014 Notice at 2.

17 51. “In May 2006, a field evaluation inquiry, known within GM as a Field
18 Performance Report (‘FPR’) was opened to address customer complaints that their
19 Saturn Ion vehicles would neither crank nor start.” March 11, 2014 Notice at 2.
20 Attached thereto was a document from Delphi recommending design changes
21 including the detent plunger to increase torque force. *Id.* The FPR was closed
22 based apparently on the technical service bulletin. *Id.*

23 52. Old GM opened another PRTS on August 1, 2006 after a customer
24 complained of stalling after the ignition switch had been replaced. This PRTS was
25 canceled in October, 2006 without any action. See February 24, 2014 Notice at 2.

26 53. Two additional crashes, involving three fatalities, occurred on
27 September 9, 2006 in West Virginia and on October 24, 2006 in Wisconsin
28 involving the Saturn Ion and Chevrolet Cobalt, respectively, in which the air bags

1 failed to deploy. *See* Letter from Center For Auto Safety to David J. Friedman
2 Acting Administrator NHTSA, dated March 13, 2014 (citing data from NHTSAS
3 Fatal Analysis Reporting System).

4 54. Data from NHTSA's Early Warning Reporting system indicates that
5 "in model years 2005 and 2006 -- the first years Cobalts were manufactured -- GM
6 reported more claims of injury and death with airbags as a contributing factor than
7 any other car in its class. In 2006, Cobalts had more than 50 times as many airbag
8 claims as Honda Civics, and five times the claims of the Toyota Corolla and Ford
9 Focus." Glor, "GM's Cobalt had more airbag claims than other cars in class,"
10 **CBSNEWS** (March 25, 2014) ([http://www.cbsnews.com/news/gms-cobalt-had-](http://www.cbsnews.com/news/gms-cobalt-had-more-airbag-claims-than-other-cars-in-class-data-show/)
11 [more-airbag-claims-than-other-cars-in-class-data-show/](http://www.cbsnews.com/news/gms-cobalt-had-more-airbag-claims-than-other-cars-in-class-data-show/)) (last visited March 26,
12 2014)

13 55. On March 29, 2007, a group of Old GM employees were meeting with
14 NHTSA representatives about occupant restraint systems. NHTSA representatives
15 advised that data retrieved from the sensing and diagnostic module ("black box") of
16 the Cobalt involved in the fatal crash of July 29, 2005 confirmed that the power
17 mode status was in the "accessory" position. February 24, 2014 Notice at 2. A file
18 on this crash had been open in Old GM's legal department since 2005. *Id.*

19 56. As of March, 2007, Old GM assigned an "investigating engineer" to
20 track Cobalt crashes involving frontal impacts where the air bags failed to deploy.
21 February 24, 2014 Notice at 2; *see also* Healey and Meier, "9 revelations from
22 GM's recall chronology," *USA TODAY* (February 27, 2014) (*same*); "Interactive
23 time line: General Motors ignition switch recall," *Detroit Free Press* (Mar. 19,
24 2014) (March 29, "NHTSA rep tells GM employees about the July 29, 2005 Cobalt
25 crash killing Amber Rose and says onboard recorder indicates ignition switch was
26 in 'accessory' mode . . . Following the meeting, a GM investigating engineer is told
27 to track crashes in which Cobalts were involved in frontal impacts and the airbags
28 did not deploy.").

1 57. By year's end 2007, Old GM knew of at least 9 Cobalt crashes in
2 which airbags did not deploy and that the key was in "accessory" position in at least
3 4 of them. March 11, 2014 Notice at 3; compare February 24, 2014 Notice at 2
4 (stating that GM "had notice of ten such incidents" by the end of 2007). Still, it
5 did not issue an ignition switch recall or otherwise notify consumers of the defects.

6 58. In February 2009, Old GM initiated yet another PRTS regarding
7 accidental ignition shut-off experienced by customers with, e.g., additional keys
8 hanging from the ignition switch. The key fob was changed from a slot to hole
9 design, to be implemented for 2010 model year Cobalts only. February 24, 2014
10 Notice at 2.

11 59. On May 15, 2009, several Old GM engineers meet with
12 representatives of GM's supplier of the Cobalt's black boxes. Old GM by that
13 time had recovered 14 modules, "and according to [its supplier], the ignition was in
14 the accessory position on [7] of the 14 cases." Stout, Vlastic, Ivory and Ruiz,
15 "General Motors Misled Grieving Families on a Lethal Flaw," *New York Times*
16 (March 24, 2014) [http://www.nytimes.com/2014/03/25/business/carmaker-misled-](http://www.nytimes.com/2014/03/25/business/carmaker-misled-grieving-families-on-a-lethal-flaw.html?hpw&rref=business&r=0)
17 [grieving-families-on-a-lethal-flaw.html?hpw&rref=business&r=0](http://www.nytimes.com/2014/03/25/business/carmaker-misled-grieving-families-on-a-lethal-flaw.html?hpw&rref=business&r=0) (last visited
18 March 25, 2014); *see also* February 24, 2014 Notice at 2.

19 60. On June 12, 2009, Christopher Hamberg, was killed driving his 2007
20 Cobalt home in Houston. On December 13, 2009, another crash in Charlottesville
21 Virginia occurred, this time involving the Pontiac G5, in which the air bags failed
22 to deploy. *Id.*

23 61. GM continued to receive complaints and investigate crashes in which
24 the air bags failed to deploy. It admitted that between 2005 and February, 2014,
25 GM was "aware of 23 frontal-impact crashes involving 2005 to 2007 Chevrolet
26 Cobalts and 2007 Pontiac G5s in which the recall condition may have caused or
27 contributed to the airbag's non-deployment . . . GM employees became aware of
28 many of these crashes within a month of the dates on which they occurred . . . With

1 respect to 22 of the 23 frontal-impact crashes . . . data retrieved from the vehicles’
2 [black box] indicated that the ignition switches were in the . . . ‘accessory’ position
3 in twelve of the crashes, and in the ‘off’ position in one of the crashes.” February
4 24, 2014 Notice at 5. In addition, and “[t]hroughout this period, GM was involved
5 in claims and lawsuits in which allegations were made regarding the ignition switch
6 issue.” *Id.*

7 62. More crashes and fatalities occurred, including the 2010 Cobalt
8 crashes that killed Amy Kosilla and Jennifer Brooke Melton when, among other
9 things, the air bags failed to deploy.

10 63. In July, 2011, “a meeting was held at GM involving Legal Staff, Field
11 Performance Assessment (‘FPA’) and Product Investigations personnel who would
12 be involved in the Field Performance Evaluation (‘FPA’) process. Soon thereafter,
13 in August 2011, a Field Performance Assessment Engineer (‘FPAE’) was assigned
14 to move forward with an FPE investigation of a group of crashes in which airbags
15 in 2005-2007 model year Chevrolet Cobalts and a 2007 Pontiac G5 had not
16 deployed during frontal impacts, which also included a review of information
17 related to the Ion, HHR and Solstice vehicles.” March 11, 2014 Notice at 3.

18 64. Contrary even to its own admitted design change approval in April
19 2006 (to increase the torque in the ignition switch), GM’s 2014 communications
20 with NHTSA states that GM somehow did not learn until late April 2013 that “the
21 torque performance of a GM service part ignition switch purchased after 2010
22 differed substantially from that of an ignition switch that was original equipment
23 installed on a 2005 Cobalt” and that ignition switches in the “early-model Ion and
24 Cobalt vehicles did not meet GM’s torque specifications.” March 11, 2014 Notice
25 at 4.

26 65. Moreover, a congressional report summarizing an investigation by the
27 House Energy and Commerce Committee indicates that “[e]xecutives with Delphi .
28 . . told investigators that . . . GM signed off on what's known as a Production Part

1 Approval Process, or PPAP, document in February 2002 for the switch "even
2 though sample testing of the ignition switch was below the original specifications
3 set by GM." Spangler, Detroit Free Press, "Delphi told GM ignition switch didn't
4 meet specs," *USAToday* (March 30, 2014); see also Cowen, Beech and Lienert,
5 "Delphi told panel GM approved ignition switches below specifications," Reuters
6 (March 30, 2014) ("General Motors Co approved [the] ignition switches . . . even
7 though the parts did not appear to meet the company's specifications, officials of
8 Delphi Automotive told U.S. congressional investigators."); Thompson and
9 Lienert, "Key GM crisis questions: Who approved switch revision and why recall
10 took so long," Reuters (March 30, 2014) ("Delphi told U.S. congressional
11 investigators last week that GM approved the original part in 2002, despite the fact
12 it did not meet GM specifications, according to congressional aides on Sunday.").

13 66. Not until February, 2014 did GM finally issue a recall of some of the
14 Defective Vehicles. The recall was initially announced on February 13, 2014 and
15 later broadened on February 24, 2014 to include additional vehicles. On March 28,
16 2014, the recall was expanded to include even more vehicles, which together with
17 the prior recall encompasses the all of the Defective Vehicles.

18 67. GM's CEO Mary Barra acknowledged in a video presentation on
19 March 14, 2014 that "[s]omething went wrong with [GM's] process in this instance,
20 and terrible things happened."

21 68. Through at minimum, documents at Old GM retained by New GM and
22 the knowledge of officers, employees and agents continuing to work at New GM
23 after its asset purchase in July 2009, GM from the moment it was created had
24 knowledge of the defective condition of the vehicles at issue.

25 69. Up to and including the recall announcement on February 24, 2014,
26 GM failed to reveal and concealed the nature and extent of the problem from
27 owners of the Defective Vehicles. At no time prior to that date did Old GM or New
28

1 GM send notification to owners or prospective owners that the Defective Vehicles
2 are dangerous.

3 70. In addition, and throughout the time it knew about the dangerous
4 defects in the Defective Vehicles, GM was falsely promoting their safety. For
5 example:

6 (a) In 2003, GM represented: "Saturn ION sets itself apart from
7 competitors with innovative features, unique personalization
8 opportunities and surprising levels of safety . . . The ION sedan and
9 quad coupe are designed to carry on the Saturn tradition of being at the
10 top of the class when it comes to safety and security." Saturn
11 Overview,"SATURN ION GENERATES NEW CHARGE IN
12 SMALL-CAR SEGMENT" (2003)¹

13 (b) In 2004, GM stated: "Like all Saturns, the Ion was designed with a
14 major emphasis on safety and security. The world-class structural
15 design provides the foundation, as the steel spaceframe helps absorb
16 the energy of a crash while protecting the integrity of the passenger
17 compartment . . . Dual-stage frontal air bags are standard" GM
18 Media Archive, 2005 SATURN Product Information (Release date
19 Aug. 1, 2004)²

20 (c) In 2004, GM announced that it was introducing Cobalt that year As
21 well as a "5/60 powertrain warranty," by which it said, "we're letting
22 or customers know that they can feel secure in the value and quality of
23
24

25 ¹ [http://archives.media.gm.com/division/2003_prodinfor03_saturn/](http://archives.media.gm.com/division/2003_prodinfor03_saturn/03Ion/index.html)
26 [03Ion/index.html](http://archives.media.gm.com/division/2003_prodinfor03_saturn/03Ion/index.html) (last visited March 26, 2014)

27 ² http://archives.media.gm.com/division/2005_prodinfor saturn/ion/index.html
28 (last visited March 26, 2014)

1 the product." GM Communications "Chevrolet Announces Warranty
2 On New Cobalt" (Release date 2004-10-26)³

3 (d) In 2005, GM represented that it was "committed to keeping you and
4 your family safe — from the start of your journey to your destination"
5 and "[t]hat's why every Chevrolet is designed with a comprehensive
6 list of safety and security features to help give you peace of mind."⁴

7 (e) In 2006, GM stated: "The rigid body structure [of the Pontiac G5] that
8 lays the foundation of G5's dynamic driving experience also reinforces
9 its safety. In addition to the solid unibody structure, dual-stage air bags
10 are standard" GM Media Archive, Pontiac Overview, 2007
11 PONTIAC G5 (Release date Aug. 1, 2006)⁵

12 (f) In 2007, GM represented that the Saturn Sky "has a host of safety
13 features, including a supplemental restraint system (SRS) with dual-
14 stage frontal air bags." GM Media Archive, 2007 Press Release⁶

15 g. In 2008, still selling Cobalts, GM stated that "[a]lthough the Chevrolet
16 Cobalt is no longer in production, used Cobalt models are readily
17 available" and that "[r]easons for Cobalt's popularity included . . . a
18 comprehensive standard safety package that included front air bags."⁷
19

20
21 ³ [http://archives.media.gm.com/archive/documents/domain_13/
22 docId_8986_pr.html](http://archives.media.gm.com/archive/documents/domain_13/docId_8986_pr.html) (last visited March 26, 2014)

23 ⁴ [http://web.archive.org/web/20050305041006/http://www.chevrolet.com/
24 safety/](http://web.archive.org/web/20050305041006/http://www.chevrolet.com/safety/) (last visited March 26, 2014)

25 ⁵ [http://archives.media.gm.com/us/pontiac/en/product_services/r_cars/
26 rcg5/07index.html](http://archives.media.gm.com/us/pontiac/en/product_services/r_cars/rcg5/07index.html) (last visited March 26, 2014)

27 ⁶ [http://archives.media.gm.com/us/saturn/en/product_services/r_cars/
28 rtsky/07index.html#pr](http://archives.media.gm.com/us/saturn/en/product_services/r_cars/rtsky/07index.html#pr)

⁷ <http://www.chevrolet.com/discontinued-vehicle/cobalt.html>
(last visited March 26, 2014)

1 71. As GM knows, vehicle safety is highly important to reasonable
2 purchasers when making purchase decisions and when deciding whether to keep a
3 vehicle already purchased.

4 72. The proper operation and integrity of vehicle systems, including power
5 and airbags, also is highly important to safety of drivers, their passengers, and other
6 persons on the roadways.

7 **Statutory and Regulatory Requirements**

8 73. When a vehicle manufacturer learns of a safety-related defect that
9 could lead to injury or death, it is required to adhere to the requirements of Motor
10 Vehicle Safety Act. The purpose of that Act is “to reduce traffic accidents and
11 deaths and injuries resulting from traffic accidents.” 49 USC § 30101.

12 74. 49 USC § 30118(c) requires that a manufacturer notify NHTSA as
13 well as owners, purchasers and dealers if it learns that a vehicle or equipment
14 contains a defect related to motor vehicle safety or does not comply with a motor
15 vehicle safety standard. Section 30119 requires that such notification be given
16 within a reasonable time after learning about a safety related defect or
17 noncompliance. 49 U.S.C. §30119(c)(1)(2).

18 75. A “defect” is “any defect in performance, construction, a component,
19 or material of a motor vehicle or motor vehicle equipment. 49 USC §30102(a)(2).

20 76. “Motor vehicle safety” means “performance of a motor vehicle or
21 motor vehicle equipment in a way that protects the public against unreasonable risk
22 of accidents occurring because of the design, construction, or performance of a
23 motor vehicle, and against unreasonable risk of death or injury in an accident.” 49
24 USC §30102(a)(8).

25 77. The Defective Vehicles meet the definition of vehicles or equipment
26 with a defect related to motor vehicle safety, presenting an unreasonable risk of
27 accidents, death or injury.

28 78. Manufacturers must furnish a Defect and Noncompliance Information

1 report to NHTSA not more than 5 working days after a defect in a vehicle or item
2 of equipment is determined to be safety related or noncompliance with a motor
3 vehicle safety standard is determined to exist. This notice must contain
4 information regarding the nature of the defect, the affected vehicles, and the
5 manufacturer's plan for remedying the issue. 49 CFR § 573.6(a)-(c) The
6 manufacturer must provide notification to vehicle owners of a safety recall within a
7 reasonable time of determining a defect relates to motor vehicle safety or a
8 noncompliance exists (currently, no later than 60 days from the date it files the
9 Defect and Noncompliance Information Report under part 573). See 49 CFR §
10 577.5(a); 49 CFR § 577.7(a).

11 79. The manufacturer must also within a reasonable time provide notice to
12 dealers and distributors of a safety-related defect or noncompliance with a federal
13 motor vehicle safety standard, clearly stating that the notice is a safety recall notice,
14 identifying affected vehicles, with an advisory stating that the dealer or distributor
15 cannot sell the affected vehicle until remedied. 49 CFR §577.13(a)-(b). Effective
16 August 5, 2005, where the defect or noncompliance presents an immediate and
17 substantial threat to motor vehicle safety, this notice must be transmitted to dealers
18 and distributors within 3 business days (and not later than 5 business days) of
19 transmitting the Defect and Noncompliance Information Report under 49 CFR
20 573.6. 49 CFR §577.7(c)(1)

21 80. Old GM and New GM violated one or more of these provisions by
22 failing to issue a recall or notify owners and purchasers of the Defective Vehicles of
23 a safety recall or even the defects.

24 **ALLEGATIONS RELATED TO EXEMPLARY/PUNITIVE DAMAGES**

25 81. Plaintiff incorporates the allegations in paragraphs 1 through 79 above
26 as though fully set forth herein.

27 82. GM's unlawful and unfair practices including deception, false
28 promises, false pretense, misrepresentation, and/or the concealment, suppression, or

1 omission of material facts were outrageous because of Defendants' evil motive
2 and/or conscious disregard and/or reckless indifference to the rights and/or safety of
3 Plaintiff, Class members, and others.

4 83. As a result of GM's conduct alleged herein, the jury should be
5 permitted to return a verdict of punitive damages that will serve to punish GM and
6 deter it and others from like conduct.

7 **INDIVIDUAL PLAINTIFF'S EXPERIENCE**

8
9 84. In or about August 2006, Plaintiff purchased a 2007 Saturn Ion from a
10 Saturn dealership, Saturn of Cerritos, in Cerritos, California. GM did not inform
11 Plaintiff that the ignition switch in his vehicle was defective nor of the nature of the
12 risks of the defect at the time of purchase nor anytime thereafter prior to the
13 February 2014 recall.

14 85. Plaintiff's vehicle has manifested the defect by spontaneously shutting
15 off and/or going into accessory mode.

16 86. Prior to the nationwide recall notice, GM still did not inform Plaintiff
17 of the defect.

18 **CLASS ALLEGATIONS**

19 87. Plaintiff incorporates by reference all allegations above as though fully
20 set forth in this paragraph.

21 88. Plaintiff brings this class action pursuant to Federal Rule of Civil
22 Procedure 23 on behalf of himself and the following Nationwide Class (excluding
23 the state of Missouri) of similarly-situated persons:

24 All current or former owners and lessees, excluding those
25 who reside in Missouri or otherwise purchased or leased
26 their vehicles in the state of Missouri, who purchased or
27 leased a Saturn Ion (model years 2003-2007); Chevrolet
28 Cobalt (model years 2005-2010); Pontiac G5 (model year

1 2005-2010); Chevrolet HHR (model year 2006-2011);
2 Pontiac Solstice (model year 2006-2010); Saturn Sky
3 (model year 2007-2010) (singly or together, "Defective
4 Vehicles"). ("Nationwide Class")

5 89. Plaintiff alleges a subclass that includes all current or former owners
6 and lessees of a Defective Vehicle in California ("California Sub-Class").

7 90. Excluded from the class are the officers, directors, agents or
8 employees of GM or any parent, subsidiary, or affiliate of GM; the judicial officers
9 assigned to this litigation, as well as members of their staffs and immediate
10 families. Also excluded from the class is any individual who has asserted a claim
11 for personal injury as a result of purchasing a Defective Vehicle as to such injury.

12 91. The proposed class meets all requirements for class certification. The
13 proposed Class satisfies the numerosity standards because the Class is believed to
14 number well in excess of 2 million consumers throughout the country. As a result,
15 joinder of all Class members in a single action is impracticable.

16 92. There are questions of fact and law common to the Class that
17 predominate over any questions affecting only individual members. The questions
18 of law and fact common to the Class include, without limitation, the following:

- 19 (a) whether the ignition switch in the Defective Vehicles was/is defective;
20 (b) whether, in connection with advertising or selling the Defective
21 Vehicles, Defendants failed to disclose, suppressed, omitted and/or
22 concealed risks;
23 (c) whether in connection with marketing or selling the Defective
24 Vehicles, Defendant falsely or fraudulently misrepresented in its
25 advertisements, promotional materials or elsewhere, the safety of the
26 Defective Vehicles;
27 (d) whether in connection with marketing or selling the Defective
28 Vehicles, Defendants engaged any method, act, use, practice,

1 advertisement or solicitation having the tendency or capacity to
2 mislead, deceive or cheat, or that tends to create a false impression in
3 regard to the safety of the Defective Vehicles;

4 (e) whether, in connection with marketing or selling of the Defective
5 Vehicles, Defendants made any assertions not in accord with the facts
6 in regard to the safety of the Defective Vehicles;

7 (f) whether, in connection with marketing or selling of the Defective
8 Vehicles, Defendants omitted any material fact necessary in order to
9 make statements made, in light of the circumstances under which they
10 were made, not misleading;

11 (g) whether in connection with marketing or selling the Defective
12 Vehicles, Defendants failed to disclose material facts either known to
13 them or that, upon reasonable inquiry would be known to them;

14 (h) whether Defendants failed to warn adequately of the defect and risks in
15 the Defective Vehicles;

16 (i) whether Defendants knew or could have known of the defect and risks
17 in the Defective Vehicles;

18 (j) whether Defendants continued to manufacture, market, distribute,
19 and sell the Defective Vehicles notwithstanding its actual or
20 constructive knowledge of their dangerous nature;

21 (k) whether in connection with marketing or selling the Defective
22 Vehicles, Defendants engaged any method, act, use or practice that
23 operated to hide or keep material facts from consumers;

24 (l) whether in connection with marketing or selling the Defective
25 Vehicles, Defendants engaged in any method, act, use or practice
26 likely to curtail or reduce the ability of consumers to take notice of
27 material facts which were stated;
28

- 1 (m) whether Defendants' conduct violated the law and/or was
- 2 unconscionable;
- 3 (n) whether Defendants' conduct offends any public policy as established
- 4 by statutes or common law of this state, or is unethical, oppressive or
- 5 unscrupulous and presents a risk of, or causes, substantial injury to
- 6 consumers;
- 7 (o) whether Defendants engaged in any method, use or practice which
- 8 violates state or federal law intended to protect the public and presents
- 9 a risk of, or causes substantial injury to consumer;
- 10 (p) whether GM has successor liability for the acts of Old GM;
- 11 (q) whether GM violated the TREAD Act;
- 12 (r) whether GM violated the CLRA, UCL, Michigan Consumer Protection
- 13 Act;
- 14 (s) whether GM was negligent in its design, sale, or in failing to recall
- 15 sooner the Defective vehicles.

16 93. The questions set forth above, collectively and individually,
17 predominate over any questions affecting only individual persons, and a class
18 action is superior with respect to considerations of consistency, economy,
19 efficiency, fairness and equity, to other available methods for the fair and efficient
20 adjudication of this controversy.

21 94. A class action is the appropriate method for the fair and efficient
22 adjudication of this controversy. The presentation of separate actions by individual
23 class members could create a risk of inconsistent and varying adjudications,
24 establish incompatible standards of conduct for Defendant, and/or substantially
25 impair or impede the ability of class members to protect their interests.

26 95. Plaintiff is an adequate representative of the class because he is a
27 member of the class and his interests do not conflict with the interests of the
28 members of the class that he seeks to represent. The interests of the members of the

1 class will be fairly and adequately protected by Plaintiff and his undersigned
2 counsel, who have extensive experience prosecuting complex class action litigation.

3 96. On behalf of himself and the class, Plaintiff seeks compensatory
4 damages in an amount to be proven at trial.

5 97. Maintenance of this action as a class action is a fair and efficient
6 method for the adjudication of this controversy. It would be impracticable and
7 undesirable for each member of the class who suffered harm to bring a separate
8 action. In addition, the maintenance of separate actions would place a substantial
9 and unnecessary burden on the courts and could result in inconsistent adjudications,
10 while a single class action can determine, with judicial economy, the rights of all
11 class members.

12 98. Notice can be provided to class members by using techniques and
13 forms of notice customarily used in drug-related cases and complex class actions,
14 including by published and broadcast notice.

15 16 TOLLING

17 99. Any applicable statute of limitations that might otherwise bar any
18 Class member's claims has been tolled by GM's knowing and active concealment
19 of the facts alleged above. Plaintiff and the members of the Class were ignorant of
20 vital information essential to the pursuit of their claims. Plaintiff and members of
21 the Class could not reasonably have discovered that their GM vehicles were
22 defective because GM did not provide relevant information about the defects to the
23 NHTSA or to vehicle owners/lessors, denied that there was a defect and concealed
24 the truth from the public until shortly before this action was filed.

1 **CLAIMS FOR RELIEF**

2 **FIRST CAUSE OF ACTION**

3 **(Violations of the Michigan Consumer Protection Act, Mich. Comp. L. Ann. §**
4 **445.901 et seq.) (Nationwide Class – Excluding the State of Missouri)**

5 100. Plaintiff Cox, on behalf of himself and the Nationwide Class, realleges
6 as if fully set forth, each and every allegation set forth herein.

7 101. GM and Plaintiff are persons under Mich. Comp. L. Ann. §
8 445.902(d).

9 102. GM's business of selling and leasing vehicles, providing notice of
10 automotive defects, selling replacement parts and warranties, and developing repair
11 procedures falls within the definition of "trade or commerce" in Mich. Comp. L.
12 Ann. § 445.902(g).

13 103. GM committed unfair and deceptive acts as defined in Mich. Comp. L.
14 Ann. § 445.903.

15 104. Between July 10, 2009, and February 2014, GM knew about the
16 ignition switch defect in Class Vehicles, but did not reveal that the Class Vehicles
17 had defective ignition switches or that no appropriate repair procedure existed.
18 Plaintiff and the Class were misled and deceived by GM's omission. The existence
19 of the defect could not reasonably have been discovered by consumers until GM
20 announced its recalls of the vehicles in February and March of 2014. GM thus
21 violated Michigan's Consumer Protection Act by "[f]ailing to reveal a material fact,
22 the omission of which tends to mislead or deceive the consumer, and which fact
23 could not reasonably be known by the consumer." Mich. Comp. L. Ann. § 445.903
24 (s). .

25 105. As a direct and proximate result of GM's unfair and deceptive acts, as
26 alleged herein, Plaintiff Cox and Class members have suffered damages in that they
27 spent more money on Class Vehicles and related purchases than they otherwise
28 would have and are left with Class Vehicles that cannot be safely driven and which

1 are of diminished value. Meanwhile, GM has generated more revenue connected
2 with Class Vehicles, including through the sale of warranties and replacement parts,
3 than it otherwise could have and charged inflated prices for warranties and parts,
4 unjustly enriching itself thereby.

5 106. Plaintiff and Class members are entitled to actual damages or statutory
6 damages, to be further proven at trial, of \$250 per person (whichever is higher),
7 equitable relief, attorney's fees and costs, declaratory relief, and a permanent
8 injunction enjoining GM from its unfair and deceptive practices.

9
10 **SECOND CAUSE OF ACTION**

11 **(For Unlawful, Unfair, and Fraudulent Business Practices under Business and**
12 **Professions Code § 17200 *et seq.*) (California Sub-Class)**

13 107. Plaintiff Cox, on behalf of himself and the California Subclass,
14 realleges as if fully set forth, each and every allegation set forth herein.

15 108. GM's acts and practices, as alleged in this complaint, constitute
16 unlawful, unfair and/or fraudulent business practices, in violation of the Unfair
17 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

18 109. Between July 10, 2009, and February 2014, GM violated the Unfair
19 Competition Law by failing to disclose that the ignition switch on the Class
20 Vehicles is defective and poses a safety hazard, by continuing to profit from the
21 sale of warranties and replacement parts, and by failing to develop an appropriate
22 repair procedure.

23 110. GM engaged in unlawful business practices by violating the TREAD
24 Act, 49 U.S.C. §§ 30101, *et. seq.*, and its implementing regulations. GM failed to
25 timely notify vehicle owners, purchasers, and dealers about the ignition switch
26 defect, in violation of 49 U.S.C. §§30118(c). GM also failed to notify the National
27 Highway Traffic Safety Administration (NHTSA) within 5 working days of
28 discovering the ignition switch defect, in violation of 49 CFR § 573.6.

- 1 111. GM also engaged in unfair business practices by, among other things:
- 2 a) Engaging in conduct where the utility of that conduct is outweighed by
- 3 the gravity of the consequences to Plaintiff and other members of the
- 4 Class;
- 5 b) Engaging in conduct that is immoral, unethical, oppressive,
- 6 unscrupulous, or substantially injurious to Plaintiff and other members
- 7 of the Class; and
- 8 c) Engaging in conduct that undermines or violates the stated policies
- 9 underlying the TREAD Act, which seeks to reduce traffic accidents
- 10 and deaths and injuries resulting from traffic accidents.

11 112. GM engaged in fraudulent business practices by engaging in conduct

12 that was and is likely to deceive a reasonable consumer.

13 113. As a direct and proximate result of GM's unlawful, unfair, and

14 fraudulent business practices as alleged herein, Plaintiff Cox and Class members

15 have suffered injury in fact and lost money or property, in that they purchased Class

16 Vehicles, warranties, and replacement parts they otherwise would not have, and are

17 left with Class Vehicles that cannot be safely driven and which are of diminished

18 value. Meanwhile, GM has generated more revenue connected with Class Vehicles,

19 including through the sale of warranties and replacement parts, than it otherwise

20 could have and charged inflated prices for warranties and parts, unjustly enriching

21 itself thereby.

22 114. Plaintiff and Class members are entitled to equitable relief, including

23 restitutionary disgorgement of all profits accruing to GM because of its unlawful,

24 unfair, and fraudulent, and deceptive practices, attorney's fees and costs,

25 declaratory relief, and a permanent injunction enjoining GM from its unlawful,

26 unfair, fraudulent, and deceitful activity.

27

28

THIRD CAUSE OF ACTION

(For violation of Consumers Legal Remedies Act, Cal. Civ. Code

Sections 1750 et seq.) (California Sub-Class)

115. On behalf of himself and California Sub-Class members, Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.

116. Class Vehicles are “goods” under California Civil Code § 1761(a).

117. GM is a “person” under California Civil Code § 1761(c).

118. Plaintiff and the other Class members are “consumers” under California Civil Code section 1761(d).

119. The purchases and leases of Class Vehicles by Plaintiff and the other Class members are “transactions” under California Civil Code § 1761(e).

120. In advertising and representing that the Defective Vehicles were safe and in good, operable conditions when in fact they are not; in failing to disclose at the time of sale, at the time of repair, or at any other time, that the ignition system is defective when in fact it is; and in concealing and failing to disclose that the ignition system has a defect that raises serious safety concerns and could potentially result in death and in failing to provide Defective Vehicles free from defect; GM is:

- (a) representing that goods and services have characteristics, uses, or benefits which they do not have;
- (b) advertising goods and services with intent not to sell them as advertised;
- (c) representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and
- (d) representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve.

121. GM has made these representations or failed to disclose said material facts in connection with transactions intended to result or that have resulted in the sale and lease of Class Vehicles and ignition system parts to Plaintiff and the other

1 Class members. The proper functioning of the ignition are and were matters
2 material to the purchase or lease decisions of reasonable people, including Plaintiff
3 and Class members, because without limitation a loss of power due to the defect
4 while driving poses serious and potentially catastrophic consequences.

5 122. Therefore, Plaintiff, on behalf of himself and all Class members seek
6 equitable relief, declaratory relief, attorneys' fees, costs of suit, and other relief as
7 appropriate.

8 **THIRD CAUSE OF ACTION**
9 **(For Breach of Express Warranty)**
10 **(California Sub-Class)**

11 123. On behalf of himself and Sub-Class members, Plaintiff incorporates by
12 reference and realleges all paragraphs previously alleged herein.

13 124. GM provided all purchasers of Class Vehicles with Express Warranties
14 described herein, which became part of the basis of the bargain. The written
15 warranty for Plaintiff's vehicle stated that GM would "cover[] repairs to correct any
16 vehicle defect related to materials or workmanship occurring during the warranty
17 period." The express warranties for the Class are the same or substantially similar.
18 The defective ignition switch and such related component parts factory installed in
19 Class Vehicles are components originally manufactured or installed by GM.
20 Accordingly, GM's Express Warranties are express warranties under California
21 law. The defective ignition switch in Class Vehicles is defective and fails under
22 normal use rendering the vehicle inoperable.

23 125. The defective ignition switch in Class Vehicles is, and always has
24 been, defective and fails under normal use rendering the vehicle inoperable. The
25 defect is related to the materials or workmanship of the Defendants or its agents.
26 The defect was present at the time of manufacture, sale, and thereafter.

27 126. GM breached its Express Warranties when it concealed the true nature
28 of the defective ignition switch, charged for the repair of the defective ignition

1 switch, and refused to repair or replace, free of charge, the defective ignition switch
2 and any parts that failed because of such defect. Plaintiff and Class members
3 notified GM of the breach within a reasonable time.

4 127. Plaintiff and the Class members have been and continue to be damaged
5 by GM's breach of its Express Warranties. Plaintiff and Class members were and
6 are damaged by GM's failure to comply with its express obligations under its
7 Express Warranties because Plaintiff and Class members have paid for repairs that
8 should have been covered by GM and GM has, to date, repaired Class Vehicles
9 with equally defective parts. Furthermore, as a result of GM's breach of the
10 Express Warranties, Plaintiff and Class members have suffered damages in an
11 amount to be determined at trial.

12 128. Therefore, Plaintiff and the other Class members are entitled to legal
13 and equitable relief against Hyundai, including damages, specific performance,
14 rescission, attorneys' fees, costs of suit, and other relief as appropriate.

15 **FOURTH CAUSE OF ACTION**

16 **(For violation of Song-Beverly Consumer Warranty Act California Civil** 17 **Code Sections 1790 et seq.) (California Sub-Class)**

18 129. On behalf of himself and Sub-Class members, Plaintiff incorporates by
19 reference and realleges all paragraphs previously alleged herein.

20 130. Class Vehicles are "consumer goods" under Civil Code § 1791(a).

21 131. Plaintiff and the other Class members are "buyers" under Civil Code
22 § 1791(b).

23 132. GM is a "manufacturer" of defective vehicles under Civil Code
24 § 1791(j).

25 133. As described above, GM's Express Warranties are "express
26 warranties" under Civil Code § 1791.2. The warranty for Plaintiff's vehicle stated
27 that GM would "cover[] repairs to correct any vehicle defect related to materials or
28 workmanship occurring during the warranty period." The express warranties for the

1 Class are the same or substantially similar.

2 134. The defective ignition switch in Class Vehicles is, and always has
3 been, defective and fails under normal use rendering the vehicle inoperable. The
4 defect is related to the materials or workmanship of the Defendants or its agents.
5 The defect was present at the time of manufacture, sale, and thereafter.

6 135. GM breached its Express Warranties when it concealed the true nature
7 of the defective ignition switch, charged for the repair of the defective ignition
8 switch, and refused to repair or replace free of charge the defective ignition switch
9 and any parts that failed because of the defective ignition switch. Plaintiff and
10 Class members notified GM of the breach within a reasonable time.

11 136. Plaintiff and the Class members have been and continue to be damaged
12 by GM's breach of its Express Warranties. Plaintiff and Class members were and
13 are damaged by GM's failure to comply with its express obligations under its
14 Express Warranties because Plaintiff and Class members have paid for repairs that
15 should have been covered by GM and GM has repaired Class Vehicles with equally
16 defective parts. Furthermore, as a result of GM's breach of the Express Warranties,
17 Plaintiff and Class members have suffered damages in an amount to be determined
18 at trial.

19 137. Therefore, Plaintiff and the other Class members are entitled to legal
20 and equitable relief against GM, including damages, specific performance,
21 rescission, attorneys' fees, costs of suit, and other relief as appropriate.

22 **FIFTH CAUSE OF ACTION**

23 **(For violation of Song-Beverly Consumer Warranty Act California Civil**
24 **Code Sections 1790 et seq.) (California Sub-Class)**

25 138. On behalf of himself and Sub-Class members, Plaintiff incorporates by
26 reference and realleges all paragraphs previously alleged herein.

27 139. Class Vehicles are "consumer goods" under Civil Code § 1791(a).

28 140. Plaintiff and the other Class members are "buyers" under Civil Code

1 § 1791(b).

2 141. GM is a “manufacturer” of defective vehicles under Civil Code
3 § 1791(j).

4 142. GM impliedly warranted to Plaintiffs and the other Class members that
5 the Defective Vehicles were “merchantable” within the meaning of Cal. Civ. Code
6 §§ 1791 §§ 1791.1(a) & 1791.2, however, the Defective Vehicles do not have the
7 quality that a buyer would reasonably expect.

8 143. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of
9 merchantability” or “implied warranty that goods are merchantable” means that the
10 consumer goods meet each of the following:

- 11 (a) Pass without objection in the trade under the contract description.
- 12 (b) Are fit for the ordinary purposes for which such goods are used.
- 13 (c) Are adequately contained, packaged, and labeled.
- 14 (d) Conform to the promises or affirmation of fact made on the container
15 or label.

16 144. The Defective Vehicles would not pass without objection in the
17 automotive trade because they share a common design defect in that they are
18 equipped with defective ignition systems that can suddenly fail during normal
19 operation, leaving occupants of the Defective Vehicle vulnerable to crashes, serious
20 injury, and death. GM has admitted that the Defective Vehicles are defective in
21 issuing its recall.

22 145. Because of their defective ignition systems, the Defective Vehicles are
23 not safe to drive and thus not fit for ordinary purposes.

24 146. The Defective Vehicles are not adequately labeled because the labeling
25 fails to disclose the defects.

26 147. GM breached the implied warranty of merchantability by
27 manufacturing and selling Defective Vehicles that are defective. Furthermore, this
28 defect has caused Plaintiffs and the other Class members to not receive the benefit

1 of the bargain.

2 148. GM was provided notice of these issues through numerous complaints
3 filed against it, as well as internal knowledge derived from testing and internal
4 expert analysis.

5 149. Plaintiff and the Class members have been and continue to be damaged
6 by GM's breach of its Express Warranties. Plaintiff and Class members were and
7 are damaged by GM's failure to comply with its implied obligations because
8 Plaintiff and Class members have paid for repairs that should have been covered by
9 GM and GM has repaired Class Vehicles with equally defective parts.
10 Furthermore, as a result of GM's breach of the Express Warranties, Plaintiff and
11 Class members have suffered damages in an amount to be determined at trial.

12 150. And as a direct and proximate result of GM's breach of the implied
13 warranty of merchantability, Plaintiffs and the other Class members received goods
14 whose dangerous condition substantially impairs their value to Plaintiffs and the
15 other Class Members.

16 151. Plaintiffs and the other Class members have been damaged as a result
17 of the diminished value of Gm's products.

18 152. Therefore, Plaintiff and the other Class members are entitled to legal
19 and equitable relief against GM, including damages, specific performance,
20 rescission, attorneys' fees, costs of suit, and other relief as appropriate.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff requests that this Court enter judgment against
23 Defendants and in favor of Plaintiff and award the following relief:

24 (a) Certification of the proposed class(es);

25 (b) Damages suffered by Plaintiff and the class including but not limited
26 to consequential, statutory, and all other damages permitted by law;

27 (c) Attorneys' fees and those costs, including expert witness fees,
28 available under the law;

1 (d) Punitive and or exemplary/punitive damages in an amount sufficient to
2 punish Defendants and deter Defendants and others from like conduct in the future;

3 (e) An injunction enjoining GM from continuing to engage in unlawful
4 business practices as alleged herein;

5 (f) Pre-judgment and post-judgment interest;

6 (h) For an order awarding such other and further relief as this Court may
7 deem just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff, on behalf of
10 himself and on behalf of the Class(es), demands a trial by jury on all issues so
11 triable.

12 Dated: April 7, 2014

STUEVE SIEGEL HANSON LLP

13
14 By: 

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27 *Attorneys for Plaintiff*
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Beverly Reid O'Connell and to
Magistrate Judge Carla Woehrle.

The case number on all documents filed with the Court should read as follows:

2:14-cv-02608-BRO(CWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the assigned Magistrate Judge has been designated to hear discovery-related motions. All discovery-related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

April 7, 2014

Date

By APEDRO

Deputy Clerk

ATTENTION

A copy of this Notice must be served on all parties served with the Summons and Complaint (or, in cases removed from state court, on all parties served with the Notice of Removal) by the party who filed the Complaint (or Notice of Removal).

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Central District of California

RONALD COX, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

GENERAL MOTORS, LLC; GENERAL MOTORS
COMPANY,

Defendant(s)

Civil Action No.

14-02608-BRO(CW)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jason S. Hartley
Stueve Siegel Hanson LLP
550 West C Street, Suite 1750
San Diego, CA 92101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

4/7/2014

CLERK OF COURT

Signature of Clerk or Deputy Clerk

1202

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
RONALD COX, individually and on behalf of all others similarly situated

DEFENDANTS (Check box if you are representing yourself ☐)
GENERAL MOTORS, LLC; GENERAL MOTORS COMPANY

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)
Jason S. Hartley (CA Bar No. 192514)
Stueve Siegel Hanson LLP
550 West C Street, Suite 1750
San Diego, CA 92101 619-400-5822; hartley@stuevesiegel.com

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ 0.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Violation of Michigan Consumer Protection Act, Mich. Comp. L. Ann. § 445.901 et seq; Unlawful, Unfair, and Fraudulent Business Practices under Business and Professions Code § 17200 et seq.; Breach of Express Warranty; violation of Song-Beverly Consumer Warranty Act

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property TORTS PERSONAL PROPERTY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY:

Case Number:

114-02608

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES
If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):**



DATE: April 6, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))